

CIVIL COVER SHEET

04-00010

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Felipe Datuin
Jeff Gumataotao
James Cruz

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF
(EXCEPT IN U.S. PLAINTIFF CASES)

DEFENDANTS

LSG Lufthansa Service Holding AG,
LSG Lufthansa Service (LSG) Guam,
Inc., et al.

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

SANDEA D. LYNCH
207 MARTYR ST., SUITE 3
HAGATNA, GUAM 96910 472-8889

ATTORNEYS (IF KNOWN)

II. BASIS OF JURISDICTION

(PLACE AN "X" IN ONE BOX ONLY)

- ☐ 1 U.S. Government Plaintiff
☒ 3 Federal Question (U.S. Government Not a Party)
☐ 2 U.S. Government Defendant
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES

(For Diversity Cases Only)

(PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT

(PLACE AN "X" IN ONE BOX ONLY)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 160 Other Contract <input type="checkbox"/> 165 Contract Product Liability	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury — Med. Malpractice <input type="checkbox"/> 365 Personal Injury — Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 510 Selective Service <input type="checkbox"/> 550 Securities/Commodities/Exchange <input type="checkbox"/> 575 Customer Challenge 12 USC 9410 <input type="checkbox"/> 591 Agricultural Acts <input type="checkbox"/> 592 Economic Stabilization Act <input type="checkbox"/> 593 Environmental Matters <input type="checkbox"/> 594 Energy Allocation Act <input type="checkbox"/> 595 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 990 Other Statutory Actions
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 250 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input checked="" type="checkbox"/> 440 Other Civil Rights PRISONER PETITIONS <input type="checkbox"/> 610 Motions to Vacate Sentence HABEAS CORPUS: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (623) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSD Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS — Third Party 26 USC 7609		

V. ORIGIN

(PLACE AN "X" IN ONE BOX ONLY)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from another district (specify)
☐ 6 Multidistrict Litigation
☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

(CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY.)

Complaint for employment discrimination under 42 USC § 2000e, et seq., Title VII of Civil Rights Act

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 ☐

DEMAND \$1,5 million CHECK YES only if demanded in complaint.

JURY DEMAND: ☐ YES ☒ NO

VIII. RELATED CASE(S) (See instructions): IF ANY

JUDGE John S. Unpingco

DOCKET NUMBER 03-00028

DATE

3-4-04

SIGNATURE OF ATTORNEY OF RECORD

Sandra D. Lynch

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____

RECEIVED

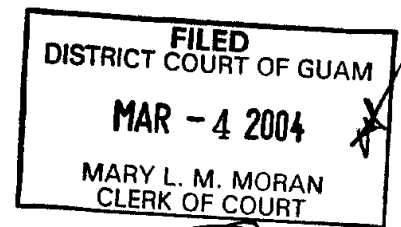
MAR - 4 2004

DISTRICT COURT OF GUAM
HAGATNA, GUAM

ORIGINAL

THE LAW OFFICE OF SANDRA D. LYNCH, P.C.
Travel Pacificana Building, Suite 3
207 Martyr Street
Hagåtña, Guam 96910
Telephone: (671) 472-8889/565-7730
Facsimile: (671) 472-8890

Attorney for Plaintiffs



**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF GUAM**

FELIPE DATUIN,
JEFF GUMATAOTAO, and
JAMES CRUZ,

Plaintiffs

vs.

LSG LUFTHANSA SERVICE HOLDING AG,
LSG LUFTHANSA SERVICE (LSG) GUAM, INC.,
LSG CATERING GUAM, INC., LSG
LUFTHANSA SERVICE USA CORPORATION,
LSG LUFTHANSA SERVICE (LSG) ASIA, LTD.,
LSG LUFTHANSA SERVICE (LSG) SAIPAN,
INC., LSG CATERING SAIPAN, INC.,
LSG SKY CHEFS, and DOES 1 through 20,

Defendants.

Case No. **04-00010**

**COMPLAINT UNDER
TITLE VII OF THE CIVIL
RIGHTS ACT OF 1964**
[42 USC §2000e et seq.]

Come now the Plaintiffs, FELIPE DATUIN, JEFF GUMATAOTAO, and JAMES CRUZ, and
herein allege as follows:

1. This is a suit in equity pursuant to Title VII of the Civil Rights Act of 1964, 42 U.S.C.
§2000e et seq.;

2. This Court has jurisdiction pursuant to 42 U.S.C. §2000e and 5(f), and 28 U.S.C.
§1343(4), to secure the protection of and to redress deprivations of rights, and to provide relief
against racial, religious, national origin, and sex discrimination in employment;

3. The conditions precedent to jurisdiction under 42 U.S.C. §2000-e5(f)(3) have been

1 met since each Plaintiff filed charges of employment discrimination with the United States Equal
2 Employment Opportunity Commission within 180 days of the commission of the unfair employment
3 practice and the EEOC issued a Right to Sue notification which was received less than 90 days prior
4 to the filing of this complaint;

5 **PARTIES**

6 4. Plaintiff, Felipe Datuin is a citizen of the United States and a Pacific Island resident
7 in Guam, and is over forty (40) years of age;

8 5. Plaintiff Datuin was the Assistant Operations Manager for Defendants for over ten
9 years. During his employment, Datuin reported to the Production Manager, Ricardo Gino Perez, and
10 subsequently to the Operations Manager, Kelvin Chan;

11 6. Plaintiff Jeff Gumataotao is a citizen of the United States and a Pacific Island resident
12 in Guam;

13 7. Plaintiff Gumataotao was a Dispatcher for Defendants until June, 2003. During his
14 employment, he reported to the Operations Manager, Kelvin Chan;

15 8. Plaintiff James Cruz is a citizen of the United States and a Pacific Island resident in
16 Guam;

17 9. Plaintiff Cruz was a Flight Coordinator for Defendants when he was terminated. He
18 reported to the Operations Manager, Kelvin Chan;

19 10. Defendant LSG Lufthansa Service Holding AG [hereinafter LSG Holding AG] is, upon
20 information and belief a foreign Holding Company with its principal place of business in Germany;

21 11. Defendant LSG Lufthansa Service [LSG] Guam, Inc., [hereinafter LSG Guam] is, upon
22 information and belief a corporation licensed to do business in Guam and is incorporated under the
23 laws of Guam;

24 12. Defendant LSG Catering Guam, Inc., [hereinafter LSG Catering Guam] is, upon
25 information and belief a corporation licensed to do business in Guam and is incorporated under the
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1 laws of Guam;

2 13. Defendant LSG Guam, is upon information and belief owned and operated by LSG
3 Catering Guam;

4 14. Defendant LSG Lufthansa Service [LSG] Saipan, Inc., [hereinafter LSG Saipan] is,
5 upon information and belief a corporation licensed to do business in Saipan, Commonwealth of the
6 Northern Marianas Islands, and is incorporated under the laws of the CNMI and Saipan;

7 15. Defendant LSG Catering Saipan, Inc., [hereinafter LSG Catering Saipan] is, upon
8 information and belief a corporation licensed to do business in Saipan, CNMI and is incorporated
9 under the laws of Saipan and the CNMI;

10 16. Defendant LSG Saipan, is upon information and belief owned and operated by LSG
11 Catering Saipan;

12 17. Defendants LSG Catering Guam and LSG Catering Saipan, are, upon information and
13 belief owned and operated by LSG Lufthansa Service USA Corporation, [hereinafter LSG USA] a
14 corporation licensed to do business in the United States and incorporated under the laws of the
15 United States;

16 18. Defendant LSG Lufthansa Service [LSG] Asia, Ltd., [hereinafter LSG Asia] is upon
17 information and belief the regional headquarters for LSG Guam, LSG Catering Guam, LSG Saipan
18 and LSG Catering Saipan and has its principal place of business in Hong Kong;

19 19. LSG Service Guam, LSG Catering Guam, LSG Service Saipan and LSG Catering
20 Saipan are supervised and/or report to LSG Service Asia, Ltd.;

21 20. Defendant LSG Service Asia, Ltd., is, upon information and belief, owned and
22 operated by LSG Holding AG and/or LSG USA;

23 21. LSG Guam, LSG Catering Guam, LSG Saipan, and LSG Catering Saipan are also
24 known as "LSG Sky Chefs," an wholly owned subsidiary or affiliate of LSG Holding AG;

25 22. Defendant LSG Sky Chefs, upon information and belief, maintain their primary
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1 business office in the state of Texas, and are licensed or incorporated under the laws of the United
2 States;

3 23. All LSG Defendants [collectively referred to hereinafter as LSG] are, upon
4 information and belief, owned, operated, controlled and/or alter-egos, directly or indirectly, of LSG
5 Lufthansa Service Holding AG Company of Germany [LSG Holding AG]

6 24. Because they are controlled directly and indirectly by LSG Holding AG, LSG Service
7 Guam, LSG Catering Guam, LSG Service Saipan, and LSG Catering Saipan pay substantial amounts
8 in earnings each year to LSG Holding AG Company, LSG Service USA, and/or LSG Service Asia,
9 Ltd. under written or verbal management agreements;

10 25. In at least the year 2002 and 2003, no written amount was specified in the
11 management agreement for payment to LSG entities from LSG Guam or LSG Saipan, but payments
12 were made in amounts specified by LSG Holding AG, LSG USA, and/or LSG Asia, the parent and
13 controlling companies of Guam and Saipan LSG entities;

14 26. The boards of directors for LSG Guam and LSG Saipan had no control or veto
15 authority over the amounts of profits or earnings to be paid to LSG Holding AG, LSG USA, or LSG
16 Asia under written or verbal management agreements because of the control exercised by LSG
17 Holding AG, LSG USA and/or LSG Asia over the Guam and Saipan LSG entities;

18 27. LSG Service Guam, LSG Catering Guam, LSG Service Saipan, and LSG Catering
19 Saipan hold and maintain corporate bank accounts in Guam and Saipan on behalf of LSG USA, LSG
20 Holding AG and/or LSG Asia;

21 28. H.K. Cheung is or was the Executive Vice President of Administration and Finance
22 for LSG Asia at all relevant times;

23 29. H.K. Cheung, as Executive Vice President, reported directly to LSG Holding AG, and
24 /or LSG USA at all relevant times;

25 30. Fritz Pandalitschka is or was the General Manager or Director of Operations for LSG
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1 Guam and LSG Saipan and other Guam LSG entities at all relevant times;

2 31. Pandalitschka, as Manager or Director, reported directly to H.K. Cheung at all relevant
3 times;

4 32. Kelvin Chan is a Chinese national who is or was employed as manager of Customer
5 Service and then as Operations Manager for LSG Guam and LSG Saipan, at all relevant times, and
6 reported directly to Pandalitschka;

7 **COUNT I**

8 33. During the course of their employment, Plaintiffs came under the direct or indirect
9 supervision of Cheung, Pandalitschka and Chan in differing capacities;

10 34. During the course of their employment, Plaintiffs were subjected to disparate
11 treatment by Cheung, Pandalitschka and Chan, acting in the scope of their employment on behalf of
12 Defendants LSG;

13 35. The disparate treatment suffered by Plaintiffs subjected them to differential terms and
14 conditions of employment because of their race and national origin as Pacific Islanders, and in
15 addition, as to Plaintiff Datuin, on account of his age;

16 36. The differential terms and conditions of employment to which Plaintiffs were
17 subjected included harassment, excessive criticism, disparate working hours and disparate wages;

18 37. The disparate treatment mentioned in the allegations of Paragraphs 34-36 above
19 created a hostile work environment for the Plaintiffs;

20 38. As a result of the disparate treatment and hostile work environment, Plaintiffs
21 complained and obtained no relief;

22 39. As a direct result of their complaints about the disparate treatment and hostile work
23 environment, each of the Plaintiffs were subjected to retaliation by Defendants LSG;

24 40. Defendants LSG have exhibited, through their agents or assigns, and by their actions
25 and inactions, patterns and practices of discrimination toward Pacific Islanders and of those persons
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1 over forty (40) years of age;

2 41. Defendants LSG have, through their agents or assigns, and by their actions and
3 inactions, subjected Plaintiffs to unlawful discrimination in the terms and conditions of their
4 employment;

5 42. Defendants LSG have, through their agents or assigns, and by their actions and
6 inactions, condoned, accepted, authorized, implicitly or explicitly, the actions of discrimination,
7 retaliation, disparate treatment, hostile work environment, harassment and other unlawful
8 employment practices to which Plaintiffs were subjected in the terms and conditions of their
9 employment;

10 43. The actions and inactions by Defendants LSG and each of them, affected the rights
11 of Plaintiffs by depriving them of the equal employment opportunities under the law, because of
12 racial and ethnic, or national origin discrimination;

13 **COUNT II**

14 44. Plaintiff Datuin worked for Defendant LSG for almost eleven years and was an
15 Assistant Operations Manager in April, 2003;

16 45. Prior to April, 2003, Plaintiff Datuin had a perfect employment record with LSG
17 Defendants;

18 46. Plaintiff Datuin's job responsibilities did not include talking to the airlines for meal
19 orders for flights catered by LSG Catering Guam, instead the responsibility for such orders was the
20 Operations Manager's job;

21 47. Plaintiff Datuin made known his support for other persons who have filed suit under
22 Title VII of the Civil Rights Act, and a pretense was therefore needed for his termination, as no
23 reasons existed at the time;

24 48. On or about April, 2003, Pandalitschka devised a pretense to terminate Plaintiff
25 because of his age, because of his national origin, and in retaliation;

49. On other occasions, Plaintiff complained about the disparate treatment he and other Pacific Islanders received from Chan, who had been promoted to Operations Manager, but their complaints were not acted on by Defendants or their agents;

50. On or about April, 2003, when a meal was missing from a flight, instead of blaming the Operations Manager, Chan, Pandalitschka blamed Datuin;

51. As a result of the unreasonable and discriminatory actions of Chan and Pandalitschka, Plaintiff Datuin was wrongfully terminated;

52. Other persons who have the responsibility for missing and replacing meals, such as Chan, who is a Chinese National and in the favor of Pandalitschka, have not been terminated for similar problems with meals on flights;

53. Defendants LSG have replaced Plaintiff Datuin with younger persons;

54. Defendants LSG discriminated against Plaintiff Datuin, by treating him differently than younger persons, by treating him differently than persons not of Pacific Island origin, and by creating a hostile work environment after he complained about Chan;

55. As a result of the unlawful employment practices to which Plaintiff Datuin was subjected, he suffered damages, including lost income and future prospects of income, incurred expenses and costs, and will incur future expenses and costs, including attorneys fees, in amounts which will be proved at trial;

COUNT III

56. Plaintiff Gumataotao is a Pacific Islander who was hired to work as a dispatcher for Defendants LSG;

57. On or about June 26, 2003, Plaintiff Gumataotao was wrongfully terminated from his employment;

58. On or about April, 2003, Plaintiff was given a warning letter and a three day suspension for a delay in a flight caused by a change in the flight schedule and through no fault of

1 his own. As a result of the change in the schedule, neither Gumataotao nor his supervisor were
2 informed prior to their shift. As a result of the change, meals for a flight leaving after his shift ended
3 were missing. The issue of the missing meals had been appropriately turned over to the Plaintiff's
4 relief worker for the next shift, and the airline representative in charge of the meals was coordinating
5 with the kitchen supervisor;

6 59. Despite that Plaintiff Gumataotao had no responsibility for either the delay or the
7 additional meals, Plaintiff was singled out for discipline;

8 60. Other persons who were directly or indirectly responsible for missing meals or delayed
9 flights were not disciplined, or were disciplined less severely;

10 61. Plaintiff Gumataotao made known his support for other persons who have filed suit
11 under Title VII of the Civil Rights Act, and a pretense was therefore needed for his termination, as
12 no reasons existed at the time;

13 62. Beginning in April and continuing through June, 2003, Defendants LSG devised a
14 pretense to terminate Plaintiff because of his national origin, and in retaliation;

15 63. On other occasions, Plaintiff complained about the disparate treatment he and other
16 Pacific Islanders received from Chan, who had been promoted to Operations Manager, but their
17 complaints were not acted on by Defendants or their agents;

18 64. As a result of the unreasonable and discriminatory actions of Defendants LSG and
19 their agents, Plaintiff Gumataotao was wrongfully terminated;

20 65. Defendants LSG discriminated against Plaintiff Gumataotao, by treating him
21 differently than persons not of Pacific Island origin, and by creating a hostile work environment after
22 he complained about Chan;

23 66. As a result of the unlawful employment practices to which Plaintiff Gumataotao was
24 subjected, he suffered damages, including lost income and future prospects of income, incurred
25 expenses and costs, and will incur future expenses and costs, including attorneys fees, in amounts
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1 which will be proved at trial;

2 **COUNT IV**

3 67. Plaintiff Cruz was hired in 2000 to work for LSG Defendants and was a flight
4 coordinator in July, 2003 when he was terminated;

5 68. Prior to his termination, Cruz had been required to take three days off each month
6 without pay, despite that others, who were not Pacific Islanders, did not have to forfeit pay or reduce
7 their work hours;

8 69. Prior to his termination, Cruz worked overtime hours but was not paid overtime, in
9 violation of Equal Pay laws, and Fair Wage Standard laws of the United States;

10 70. Prior to his termination, Cruz complained about the disparate treatment he was
11 receiving in the areas of wages, overtime, and work hours, including that he was doing a flight line
12 supervisor job but without the pay attendant to that position;

13 71. Prior to his termination, Cruz complained that his wife was being sexually harassed
14 by persons acting as agents of Defendants LSG;

15 72. Prior to his termination, Cruz complained to Kelvin Chan about ramp safety and his
16 areas of concern, but no action was taken;

17 73. Prior to his termination, Cruz made known his support for other persons who have
18 filed suit under Title VII of the Civil Rights Act, and a pretense was therefore needed for his
19 termination, as no reasons existed at the time;

20 74. Beginning in May, 2003 and continuing through the date of his termination,
21 Defendants LSG devised a pretense to terminate Plaintiff because of his national origin, and in
22 retaliation for his complaints;

23 75. On other occasions, Plaintiff complained about the disparate treatment he and other
24 Pacific Islanders received from Chan, who had been promoted to Operations Manager, but their
25 complaints were not acted on by Defendants or their agents;

76. As a result of the unreasonable and discriminatory actions of Defendants LSG and their agents, Plaintiff Cruz was wrongfully terminated;

77. Defendants LSG discriminated against Plaintiff Cruz, by treating him differently than persons not of Pacific Island origin, and by creating a hostile work environment after he complained about Chan;

78. Plaintiff was terminated allegedly because he failed to fill out a form for a flight which was the responsibility of a flight line supervisor, and not his responsibility;

79. As a result of the unlawful employment practices to which Plaintiff Cruz was subjected, he suffered damages, including lost income and future prospects of income, incurred expenses and costs, and will incur future expenses and costs, including attorneys fees, in amounts which will be proved at trial;

COUNT V

80. Instead of investigating the complaints made by Plaintiffs, Defendants LSG and or their agents and assigns, retaliated against Plaintiffs and each of them, by wrongfully terminating them;

81. The actions by Chan, Pandalitschka, and others were condoned, approved, or authorized by Cheung, LSG Holding AG, and or other LSG Defendants;

82. At all times relevant hereto, Plaintiffs performed their job duties and responsibilities and carried out the obligations of their employment;

83. The actions by Defendants LSG violated the employment rights of Plaintiffs and denied them the benefits of their employment to which they were entitled;

84. The actions by Defendants LSG were retaliatory in nature, and discriminatory as they applied to each of the Plaintiffs;

85. The actions by Defendants form a continued pattern and practice of discrimination in employment for those of Pacific Island origin;

86. As a direct result of the unlawful actions, discrimination, harassment, and differential and disparate treatment to which Plaintiffs were subjected by Defendants LSG, Plaintiffs have suffered damages to be proven at trial;

WHEREFORE, Plaintiffs pray:

1. For a judgment against each of Defendants, jointly and severally, for damages so that each Plaintiff may be compensated for lost wages, benefits, bonuses, backpay and interest thereon in amounts which they would have received but for the discriminatory practices of Defendants, in amounts to be proven at trial;

2. For a judgment against each of Defendants, jointly and severally, so that each Plaintiff may be compensated for mental anguish, personal suffering, professional embarrassment and public humiliation in the amount of \$500,000 each;

3. That the Court assess punitive damages against the Defendants, jointly and severally, in amounts sufficient to deter future unlawful employment practices described herein;

4. For attorneys fees and costs of suit as to each Plaintiff;

5. That the Court grant such other legal and equitable relief as it deems just and proper in the circumstances of the case;

Respectfully submitted this 4th day of March, 2004.

LAW OFFICE OF SANDRA D. LYNCH, P.C.

By:


Sandra D. Lynch, Esq.
Attorney for Plaintiffs

UNITED STATES DISTRICT COURT

District of Guam

FELIPE DATUIN and JEFF GUMATATOTAO,

SUMMONS IN A CIVIL CASE

Plaintiffs,

V.

CIVIL CASE NO. 04-00010

LSG Catering Service Holding AG, LSG Lufthansa
Service [LSG] Guam, Inc, LSG Catering Guam, Inc.,
LSG Lufthansa Service USA Corporation, LSG Lufthansa
Service [LSG] Asia, Ltd., LSG Lufthansa Service [LSG]
Saipan, Inc., LSG Catering Saipan, Inc. LSG Sky Chefs,
and DOES 1 through 20,

Defendants.

TO: (Name and address of Defendant)

LSG Lufthansa Service (LSG) Guam, Inc.
P.O. Box 6712
Tamuning, Guam 96931

YOU ARE HEREBY SUMMONED and required to serve on PLAINTIFF'S ATTORNEY (name and address):

SANDRA D. LYNCH, ESQ.
207 MARTYR STREET, SUITE 3
HAGATNA, GUAM 96910

an answer to the complaint which is served on you with this summons, within 20 days after service
of this summons on you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against
you for the relief demanded in the complaint. Any answer that you serve on the parties to this action must be filed with
the Clerk of this Court within a reasonable period of time after service.

MARY L. M. MORAN
Clerk Of Court

CLERK

MAR 04 2004

DATE

(BY) DEPUTY CLERK

/s/ Walter M. Tenorio

ACKNOWLEDGED RECEIPT

By:

Date:

Sandra Lynch
3/4/04

UNITED STATES DISTRICT COURT

District of

Guam

FELIPE DATUIN and JEFF GUMATATOTAO,

SUMMONS IN A CIVIL CASE

Plaintiffs,

V.

CIVIL CASE NO. 04-00010

LSG Catering Service Holding AG, LSG Lufthansa
Service [LSG] Guam, Inc, LSG Catering Guam, Inc.,
LSG Lufthansa Service USA Corporation, LSG Lufthansa
Service [LSG] Asia, Ltd., LSG Lufthansa Service [LSG]
Saipan, Inc., LSG Catering Saipan, Inc. LSG Sky Chefs,
and DOES 1 through 20,

Defendants.

TO: (Name and address of Defendant)

LSG Lufthansa Service USA Corporation
2120 W. 33rd Street
Dallas (DFW) Airport, TX 75261-9103

YOU ARE HEREBY SUMMONED and required to serve on PLAINTIFF'S ATTORNEY (name and address):

SANDRA D. LYNCH, ESQ.
207 MARTYR STREET, SUITE 3
HAGATNA, GUAM 96910

an answer to the complaint which is served on you with this summons, within 20 days after service of this summons on you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Any answer that you serve on the parties to this action must be filed with the Clerk of this Court within a reasonable period of time after service.

MARY L. MORAN
Clerk Of Court

CLERK

DATE

MAR 04 2004

/s/ Walter M. Tencio

(BY) DEPUTY CLERK

ACKNOWLEDGED RECEIPT

By:

Date:

Sandra Lynch
3/4/04

UNITED STATES DISTRICT COURT

District of Guam

FELIPE DATUIN and JEFF GUMATATOTAO,

SUMMONS IN A CIVIL CASE

Plaintiffs,

V.

CIVIL CASE NO. 04-00010

LSG Catering Service Holding AG, LSG Lufthansa
Service [LSG] Guam, Inc, LSG Catering Guam, Inc.,
LSG Lufthansa Service USA Corporation, LSG Lufthansa
Service [LSG] Asia, Ltd., LSG Lufthansa Service [LSG]
Saipan, Inc., LSG Catering Saipan, Inc. LSG Sky Chefs,
and DOES 1 through 20,

Defendants.

TO: (Name and address of Defendant)

LSG Lufthansa Service (LSG) Asia, Ltd.
510 King's Road
Hong Kong

YOU ARE HEREBY SUMMONED and required to serve on PLAINTIFF'S ATTORNEY (name and address):

SANDRA D. LYNCH, ESQ.
207 MARTYR STREET, SUITE 3
HAGATNA, GUAM 96910

an answer to the complaint which is served on you with this summons, within 20 days after service of this summons on you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Any answer that you serve on the parties to this action must be filed with the Clerk of this Court within a reasonable period of time after service.

MARY L. M. MORAN
Clerk Of Court

CLERK

MAR 04 2004

DATE

Walter M. Tenorio

(BY) DEPUTY CLERK

ACKNOWLEDGED RECEIPT

By: *Sandra Lynch*

Date: *3/4/04*

UNITED STATES DISTRICT COURT

District of Guam

FELIPE DATUIN and JEFF GUMATATOTAO,

SUMMONS IN A CIVIL CASE

Plaintiffs,

V.

CIVIL CASE NO. 04-00010

LSG Catering Service Holding AG, LSG Lufthansa
Service [LSG] Guam, Inc, LSG Catering Guam, Inc.,
LSG Lufthansa Service USA Corporation, LSG Lufthansa
Service [LSG] Asia, Ltd., LSG Lufthansa Service [LSG]
Saipan, Inc., LSG Catering Saipan, Inc. LSG Sky Chefs,
and DOES 1 through 20,

Defendants.

TO: (Name and address of Defendant)

LSG Lufthansa Service (LSG) Saipan, Inc.

YOU ARE HEREBY SUMMONED and required to serve on PLAINTIFF'S ATTORNEY (name and address):

SANDRA D. LYNCH, ESQ.
207 MARTYR STREET, SUITE 3
HAGATNA, GUAM 96910

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Clerk Of Court

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DATE

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/s/ Walter M. Tenorio

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ACKNOWLEDGED RECEIPT

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Date: 3/4/04

UNITED STATES DISTRICT COURT

District of

Guam

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SUMMONS IN A CIVIL CASE

Plaintiffs,

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04-00010

LSG Catering Service Holding AG, LSG Lufthansa
Service [LSG] Guam, Inc, LSG Catering Guam, Inc.,
LSG Lufthansa Service USA Corporation, LSG Lufthansa
Service [LSG] Asia, Ltd., LSG Lufthansa Service [LSG]
Saipan, Inc., LSG Catering Saipan, Inc. LSG Sky Chefs,
and DOES 1 through 20,

Defendants.

TO: (Name and address of Defendant)

LSG Catering Saipan, Inc.
LSG Offices Tamuning

YOU ARE HEREBY SUMMONED and required to serve on PLAINTIFF'S ATTORNEY (name and address):

SANDRA D. LYNCH, ESQ.
207 MARTYR STREET, SUITE 3
HAGATNA, GUAM 96910

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Clerk of Court

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/s/ Walter M. Tenorio

(BY) DEPUTY CLERK

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Date: 3/4/04

UNITED STATES DISTRICT COURT

District of Guam

FELIPE DATUIN and JEFF GUMATATOTAO,

SUMMONS IN A CIVIL CASE

Plaintiffs,

V.

CIVIL CASE NO. **04-00010**

LSG Catering Service Holding AG, LSG Lufthansa
Service [LSG] Guam, Inc, LSG Catering Guam, Inc.,
LSG Lufthansa Service USA Corporation, LSG Lufthansa
Service [LSG] Asia, Ltd., LSG Lufthansa Service [LSG]
Saipan, Inc., LSG Catering Saipan, Inc. LSG Sky Chefs,
and DOES 1 through 20,

Defendants.

TO: (Name and address of Defendant)

LSG Sky Chefs
LSG Offices Tamuning

YOU ARE HEREBY SUMMONED and required to serve on PLAINTIFF'S ATTORNEY (name and address):

SANDRA D. LYNCH, ESQ.
207 MARTYR STREET, SUITE 3
HAGATNA, GUAM 96910

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MARY L. M. MORAN
Clerk Of Court

MAR 04 2004

CLERK

DATE

/s/ Walter M. Tenorio

(BY) DEPUTY CLERK

ACKNOWLEDGED RECEIPT

By: Sandra Lynch
Date: 3/4/04

UNITED STATES DISTRICT COURT

District of Guam

FELIPE DATUIN and JEFF GUMATATOTAO,

SUMMONS IN A CIVIL CASE

Plaintiffs,

V.

CIVIL CASE NO. **04-00010**

LSG Catering Service Holding AG, LSG Lufthansa
Service [LSG] Guam, Inc, LSG Catering Guam, Inc.,
LSG Lufthansa Service USA Corporation, LSG Lufthansa
Service [LSG] Asia, Ltd., LSG Lufthansa Service [LSG]
Saipan, Inc., LSG Catering Saipan, Inc. LSG Sky Chefs,
and DOES 1 through 20,

Defendants.

TO: (Name and address of Defendant)

LSG Catering Guam, Inc.

YOU ARE HEREBY SUMMONED and required to serve on PLAINTIFF'S ATTORNEY (name and address):

SANDRA D. LYNCH, ESQ.
207 MARTYR STREET, SUITE 3
HAGATNA, GUAM 96910

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MARY L. M. MORAN
Clerk Of Court

CLERK

Mary L. M. Moran

DATE

MAR 04 2004

(BY) DEPUTY CLERK

ACKNOWLEDGED RECEIPT

By: *Sandra Lynch*
Date: *3/4/04*

UNITED STATES DISTRICT COURT

District of Guam

FELIPE DATUIN and JEFF GUMATATOTAO,

SUMMONS IN A CIVIL CASE

Plaintiffs,

V.

CIVIL CASE NO. 04-00010

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Service [LSG] Guam, Inc, LSG Catering Guam, Inc.,
LSG Lufthansa Service USA Corporation, LSG Lufthansa
Service [LSG] Asia, Ltd., LSG Lufthansa Service [LSG]
Saipan, Inc., LSG Catering Saipan, Inc. LSG Sky Chefs,
and DOES 1 through 20,

Defendants.

TO: (Name and address of Defendant)

LSG Lufthansa Service Holding AG
Am Holzweg 26
65830 Kriftel
Germany

YOU ARE HEREBY SUMMONED and required to serve on PLAINTIFF'S ATTORNEY (name and address):

SANDRA D. LYNCH, ESQ.
207 MARTYR STREET, SUITE 3
HAGATNA, GUAM 96910

an answer to the complaint which is served on you with this summons, within 20 days after service of this summons on you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Any answer that you serve on the parties to this action must be filed with the Clerk of this Court within a reasonable period of time after service.

MARY L. M. MORAN
Clerk Of Court

CLERK

DATE

MAR 04 2004

/s/ Felipe M. Totonao

(BY) DEPUTY CLERK

ACKNOWLEDGED RECEIPT

By: *Sandra Lynch*

Date: *3/4/04*